

ERIC C. GRIMM, PLLC
Bespoke. Legal. Services.
P.O. Box 1266
Alvin, TX 77512-1266
734.717.4900

February 6, 2018

Eric C. Grimm
Admitted to Practice:
Texas 1993
District of Columbia 1995
Michigan 1998

Ms. Pamela Foley, President
Apollo Companies, Inc.
202 South Hardie Street
Alvin, TX 77511

Re: Invoice for Legal Services – Contingent Collection Matters.

Dear Ms. Foley:

Recently, we managed to secure settlements with both Troy Construction and Shadow Creek Ranch Dental Specialists. A Default Judgment also has been entered against Blum Law Firm, and Gomel & Associates. Collection activity, including service of interrogatories seeking the banking information for Blum / Gomel can, accordingly, commence this week. The judgment against Blum / Gomel is \$51,952.61.

Accordingly, I plan to submit an Interim Petition to Approve Compensation to the Court, relating to one hourly matter (Oasis Mind & Body) and two contingent-fee matters (Shadow Creek and Troy) later this week. The three matters are:

	<u>Total</u>	<u>Fee</u>
Shadow Creek Ranch Dental Specialists	\$18,609.39	\$5216.97
Troy Construction	\$43,298.09	\$12,433.87
Oasis Mind & Body	<u>Not contingent.</u>	<u>\$1200.00</u>
Total:	\$61,907.48	\$18,850.84
With Blum / Gomel:	\$113,860.49	TBD

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In the Shadow Creek matter, \$18,609.39 is due to be paid in a lump sum on a specified date – 14 days after the Court approves the terms of the settlement. The filing fee was \$350.00, and is returned to you. On January 12, 2018, an email was transmitted, reflecting a calculation of the lost profits calculation, and the resulting attorney fee. According to the agreed-upon terms of settlement, \$13,042.42 is due in compensatory damages (along with \$350.00 for the filing fee). Forty percent of \$13,042.42 is \$5216.97, which is the amount of the attorney fee that was added, to arrive at the settlement total. The 40% contingent fee for legal counsel is set forth in a Legal Services Agreement and related Affidavit approved by the Court.

Concerning Troy Construction, the Adversary Proceeding Complaint prayed for \$22,453.46 in compensatory damages, plus \$8981.38 in attorney fees, for a total of \$34,316.87. In January, 2018, an additional claim for \$8631.22 was added. Although forty percent of the total recovery (less the filing fee) would be \$17,179.23, instead I have calculated the attorney fee as follows (more favorable to the Estate): $\$8981.38 + (0.4 \times \$8631.22) = \$12,433.87$.

Relating to Oasis Mind & Body, you may recall that the customer entered into a lease of equipment, but a falling-out occurred between a Mr. Smallings (originally a principal of the customer) and the customer's management team. Mr. Smallings is the person who signed the equipment leases. Smallings later contended that his signature on the leases was a forgery, and I corresponded with the leasing company and the attorney for Mr. Smallings, about an investigation of the allegations made by Mr. Smallings. I am not billing the Estate for any time spent visiting the customer's physical premises, but three hours were invested investigating the forgery allegations and corresponding with legal counsel. The hourly rate for non-contingent matters assigned to me is set forth in the Legal Services Agreement approved by the Court.

Please feel to call if you have any questions.

Very truly yours,

Eric C. Grimm